

Madison City Council Meeting
Tuesday, April 21 @ 5:30 pm
Agenda

- A. Lord's Prayer/Pledge of Allegiance
- B. Calling of Roll and notice of absentees
- C. Reading, approving, correcting or disposing of minutes from prior meeting
- D. Presentation of petitions, memorials, remonstrance's, introduction of motions and guests
 - Recognition 911 Dispatch
 - Congressman Pence
- E. Resolutions or bills
 - INDOT Road Transfer Amendment to MOA
 - Resolution re. Grant Funds received at Madison Municipal Airport
- F. Reports, recommendations and other business from standing/select committees of the city council
 - Board Appointments
- G. Reports of City Officials
- H. Bills on third reading
 - Ordinance 2020-4: PACE Program Changes (Rampy)
- I. Bills on second reading
 - Ordinance 2020-6: Repealing & Replacing Ord. 35.16; Econ Dev. Rev. Loan Fund (Chatham)

J. Miscellaneous

K. Public Comments

L. Mayor's Comments

M. Next Council Meeting Tuesday, May 5, 2020 @ 5:30 pm.

N. Motion to Adjourn

COMMON COUNCIL
APRIL 7, 2020

For historical purposes it should be noted that due to the Covid-19 pandemic this is the first meeting run by the Council with Zoom Technology to abide by the Governor's mandates.

The Common Council of the City of Madison, Indiana, met in regular session at 5:30 P.M. at City Hall, 101 W. Main Street.

Mayor Courtney opened the meeting with the Lord's Prayer followed by the Pledge of Allegiance to the Flag.

Present: Thevenow, Creech, L. Dattilo, Rampy, Chatham, Bartlett, and D. Dattilo (7-0).

MINUTES:

Bartlett made a motion to approve the March 20, 2020 minutes, seconded by L. Dattilo. All in favor, motion carried (7-0).

EMERGENCY EXECUTIVE ORDER:

Attorney Jenner read an executive order from Mayor Bob Courtney and the Mayor's office regarding statewide responses to the Covid-19 pandemic and the City responding accordingly. The order declares a disaster exists locally and the order is to ensure the City is eligible for all State and/or Federal relief or recovery aid that may become available. The City commits to all Federal and State executive orders. Thevenow made a motion to approve the executive order, seconded by Bartlett. Roll call vote: Bartlett – Y, D. Dattilo – Y, Creech – Y, Chatham – Y, L. Dattilo – Y, Rampy – Y, Thevenow – Y. The executive order is accepted (7-0).

RESOLUTIONS OR BILLS:

RESOLUTION NO. 2020-26 (BARTLETT)
A RESOLUTION OF THE COMMON COUNCIL
OF THE CITY OF MADISON, INDIANA
ESTABLISHING APPROPRIATIONS FOR CALENDAR
YEAR 2020 FROM A NEW PUBLIC SAFETY TAX FUND

Thevenow made a motion to approve Resolution No. 2020-26, seconded by Chatham. Roll call vote: L. Dattilo – Y, Creech – Y, Bartlett – Y, Rampy – Y, Thevenow – Y, Chatham – Y, D. Dattilo – Y. Resolution No. 2020-26 is approved (7-0).

BILLS ON FIRST READING:

ORDINANCE NO. 2020-6
AN ORDINANCE OF THE COMMON COUNCIL
OF THE CITY OF MADISON, INDIANA
REPEALING AND REPLACING CITY ORDINANCE

35.16 ECONOMIC DEVELOPMENT REVOLVING LOAN FUND

REPORTS OF CITY OFFICIALS:

The Council was submitted written reports from all the department heads.

BILLS ON THIRD READING:

**ORDINANCE NO. 2020-2 (CREECH)
AN ORDINANCE OF THE COMMON COUNCIL
OF THE CITY OF MADISON, INDIANA
AMENDING CITY OF MADISON PARK HOURS AND
APPROVING THE CITY OF MADISON FACILITY USE FORM**

Roll call vote: L. Dattilo – Y, Rampy – Y, D. Dattilo – Y, Chatham – Y, Thevenow – Y, Bartlett – Y, Creech – Y. Ordinance No. 2020-2 passed (7-0).

BILLS ON SECOND READING:

**ORDINANCE NO. 2020-4
AN AMENDMENT TO CITY ORDINANCE 35-22, PRESERVATION
AND COMMUNITY ENHANCEMENT PROGRAM (PACE)
NONREVERTING FUND**

There were 11 public comments in writing regarding the guidelines related to the amended Ordinance which had been submitted to the Council for review. Discussion ensued. Chatham made a motion to suspend the rules and move to the third reading, seconded by Rampy. Roll call vote to move to the third reading: Rampy – Y, Chatham – Y, Creech – Y, Bartlett – Y, Thevenow – Y, L. Dattilo – Y, D. Dattilo – N. Motion denied. Chatham asked D. Dattilo why he voted no and Dattilo said he felt the public had not had enough time to study the ordinance. Ordinance No. 2020-4 will move to the third reading at the next council meeting.

MAYOR'S COMMENTS:

Mayor Courtney talked about the city's Covid-19 response and how the city had been proactive in addressing it. Courtney wished to extend his thanks to all who have spent countless hours in assisting in the process, such as the hiring of furloughed employees. Courtney reiterated the necessity to take responsibility and follow the executive orders. The interlocal agreement with the county is making good progress. The city was awarded the community crossing grant of \$721,817.07 for a project totaling \$1, 443,634.14 after the 50/50 match. The Main Street transfer agreement is still being worked on.

Chatham wondered why the weather sirens had gone off with no tornado warning. Courtney stated that they were sounded in error.

Thevenow asked for an update on the City Hall work and Mindy McGee informed him of what all was going on. The remodel/restoration/office additions has gone very well and the City workers are to be commended.

Next council meeting is Tuesday, April 21, 2020 at 5:30 P.M. at City Hall or by Zoom if necessary.

Chatham made a motion to adjourn, seconded by Creech. All in favor, motion carried (7-0).

Meeting adjourned at 6:36 P.M.

APPROVED:

President Pro Tempore,

Rick Berry, Clerk-Treasurer

The week of April 12th through April 18th was National Public Safety Telecommunicators Week. This week is a time to honor the heroes behind the scene, the 911 operators and dispatchers that answer our calls in times of crisis and get the police/fire/EMTs where they need to be. We take time to honor those that are there at our worst moment. Thank you for your service and commitment to public safety.

**AMENDMENT NO. 1 TO THE
ROAD TRANSFER MEMORANDUM OF AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION,
JEFFERSON COUNTY, INDIANA
And
THE CITY OF MADISON, INDIANA
Concerning
THE TRANSFER OF PORTIONS OF
S.R. 56, S.R. 256 and U.S. 421**

EDS No. A249-15-320078A

This Amendment No. 1 to the Road Transfer Memorandum of Agreement, previously identified as EDS #A249-15-320078A, ("Amendment") is made and entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation ("INDOT"), the Board of Commissioners of Jefferson County, (the "COUNTY"), and the City of Madison, Indiana (the "CITY"), hereinafter referred to collectively as the "Parties," is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, a Road Transfer Memorandum of Agreement, (the "Original Transfer Agreement") (which said Original Transfer Agreement is attached hereto as Attachment 1 and is incorporated herein by reference) was made and entered into on August 21, 2014, to transfer portions of S.R. 56, S.R. 256 and U.S. 421 to the COUNTY and CITY (the "LPAs"); and

WHEREAS, as part of the Original Transfer Agreement, INDOT agreed to construct a new approach to the Madison-Milton Bridge (the "Project"); and

WHEREAS, under the terms of the Original Transfer Agreement, INDOT agreed to contribute funding in the amount of \$14,000,000.00 for the Project, and if the amount of the Project exceeded \$14,000,000.00, INDOT could re-scope, re-engineer or otherwise amend the Project; and

WHEREAS, the estimated cost of the Project is expected to exceed \$14,000,000.00, and the CITY and INDOT have agreed to contribute additional funding in an amount not to exceed \$1,100,000.00 toward the total cost of the Project; and

WHEREAS, following the execution of the Original Transfer Agreement, INDOT re-designed its Project, which included some roadways not originally contemplated and included in the Original Transfer Agreement; and

WHEREAS, INDOT needs to acquire from the CITY Second Street (Sta. 202+50 to 206+50 – Line “PR-D”), which is more particularly described in **Exhibit C** (attached hereto and incorporated herein by reference) to make improvements to the roadway, and it shall become part of S.R. 56, (which said acquisition was not previously contemplated and included in the Original Transfer Agreement) and a separate Deed shall be prepared and recorded for the acquisition of Second Street; and

WHEREAS, INDOT and the CITY agree that Second Street (Sta. 202+50 to 206+50 – Line “PR-D”) has an agreed upon value of **\$300,000.00**; and

WHEREAS, INDOT shall credit the CITY **\$300,000.00** toward the cost of the completion of the Project, and INDOT has agreed to contribute additional funds up to and including **\$800,000.00** toward the completion of the Project; and

WHEREAS, the CITY has agreed to resume jurisdiction and maintenance responsibilities for S.R. 56 at the time the cost of the Project exceeds **\$14,300,000.00** or July 1, 2020, whichever occurs first; and

WHEREAS, INDOT shall retain jurisdiction and maintenance of the bridges until completion of the Project, at which time, the COUNTY will assume jurisdiction of the bridges in accordance with the terms of the Original Transfer Agreement; and

WHEREAS, INDOT agrees to transfer a portion of existing S.R. 56 which dead ends into Sering Street (Sta. 12+00 to Sta. 15+00 – Line “PR-F”) to the CITY upon completion of the Project, and this transfer was not contemplated and included in the Original Transfer Agreement; and

WHEREAS, I.C. 8-23-4-10, I.C. 8-23-4-11 and I.C. 8-23-4-12 authorize INDOT, the COUNTY and the CITY to execute this Amendment; and

WHEREAS, the Parties desire to amend the Road Transfer Memorandum of Agreement;

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Section 1.01 shall be amended in its entirety to read as follows:

1.01. Purpose. The purpose of this Amendment is to transfer full responsibility for all operation, construction, maintenance, regulation and liability relating to the Transferred Roads from INDOT to the CITY and COUNTY (hereinafter collectively referred to as the “LPA”) to the fullest extent permitted by applicable law. To comply with Indiana law regarding the sale of real estate, the Parties agree that INDOT is not transferring title to any real estate of the Transferred Roads by

RESOLUTION NO. _____-2020

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MADISON, INDIANA
APPROVING THE ISSUANCE OF FEDERAL, STATE OR LOCAL GRANT FUNDING**

WHEREAS, The State Board of Accounts conducted an audit for the years 2014-2017.

WHEREAS, at the conclusion of the audit the SBOA recommended that all grants applied for and to be received by the City be first reviewed and be subject to the approval of the Common Council of the City of Madison, Indiana before said grant is distributed.

WHEREAS, the Federal Aviation Administration, through the CARES (Coronavirus Aid, Relief, and Economic Security) ACT, will have \$100 Million to distribute to approximately 3,000 general aviation airports across the country. These funds will help airports maintain service levels by supplementing lost revenue such as fuel sales.

Whereas, the City of Madison is scheduled to receive \$30,000.00 as their share and this grant is provided 100% with no match required from the City.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MADISON, INDIANA, that the above grant funding be approved.

DULY PASSED, on this 21st day of April, 2020 by the Common Council of the City of Madison, Indiana.

President, Pro Tempore

Mayor

Clerk Treasurer - Attest

way of this Amendment and that INDOT shall retain legal title of the Transferred Roads to the LPA, including without limitation any real property underneath existing pavement and the accompanying right of way, as described in the land records of Jefferson County, Indiana. For purposes of this Amendment and to avoid misunderstanding, the term "Transferred Roads" is defined in Section 1.02 of this Amendment and is illustrated in Exhibit A. This Amendment also serves to memorialize the agreement between the CITY and INDOT for INDOT's purchase of Second Street from the CITY.

2. Section 1.02 and its subparts shall be amended in its entirety and shall read as follows:

1.02. Transferred Roads Defined. The term "Transferred Roads" is defined as sections of S.R. 56, S.R. 256 and U.S. 421 and certain bridges in Sections 1.02(A) through 1.02(C) below.

A. Transferred Roads being transferred to the CITY include:

- (i) The portion of S.R. 256 from S.R. 62 (~RP 132+75) east to S.R. 56 (RP 141+09) (a total distance of 0.16 miles).
- (ii) The portion of S.R. 56 from S.R. 62 west of Madison, easterly to the west junction of U.S. 421 to the junction of U.S. 421 (~RP 132+75 to 141+09) (a total distance of 4.10 miles). (Note: 2.28 miles of this portion of S.R. 56 fall outside the corporate limits of the CITY).
- (iii) The portion of U.S. 421 from S.R. 56 to East 2nd Street (also signed as Baltimore Street), then the portion of U.S.421 from Baltimore Street proceeding east to Harrison Street (U.S. 421) (a total distance of 0.18 miles).
- (iv) The portion of existing S.R. 56 which dead ends into Sering Street (Sta. 12+00 to Sta. 15+00 – Line "PR-F") (a total distance of 0.06 miles).
- (v) The culvert (CV-056-039-139) located on SR 56 at RP 139.00 as shown in Exhibit D attached hereto and incorporated herein by reference.

B. The Transferred Roads being transferred to the COUNTY include the following bridges located on S.R. 56 (between S.R. 62 and U.S. 421). The CITY understands and agrees that it shall be responsible to enter into a separate agreement with the COUNTY to share in any costs associated with the inspection or maintenance of these bridges, and that the CITY shall be solely responsible for any and all costs associated with such an agreement.

- (i) **Bridge over Clifty Creek:** located 0.18 miles west of S.R. 7 at RP 139+30 (NBI #20320). The Parties understand and agree that this bridge is located outside of the City's current corporate boundaries.
- (ii) **Bridge over Crooked Creek:** located 1.31 miles east of S.R. 256 at RP 140+22 (NBI #20340). This bridge is located within the CITY's corporate limits.
- (iii) **Abandoned railroad bridge:** located 0.80 miles west of S.R. 7 at RP 140+22 (NBI #20330). This bridge is located within the CITY's corporate limits.

C. The total mileage of the Transferred Roads shall be approximately 4.5 centerline miles.

3. Section 1.03 shall be amended in its entirety to read as follows:

1.0.3. Date of Transfer. The "Date of Transfer" is defined as the dates upon which the Transferred Roads will be transferred according to the terms of the Agreement. The Parties acknowledge that the Date of Transfer will be different dates and occur in phases pursuant to the terms of this Agreement.

A. The following roads will be transferred from INDOT to the CITY when the cost of the Project exceeds \$14,300,000.00 or July 1, 2020, whichever occurs first:

- (i) **The portion of S.R. 256 from S.R. 62 (~RP 132+75) east to S.R. 56 (RP 141+09) (a total distance of 0.16 miles).**
- (ii) **The portion of S.R. 56 from S.R. 62 west of Madison, easterly to the west junction of U.S. 421 to the junction of U.S. 421 (~RP 132+75 to 141+09) (a total distance of 4.10 miles). (Note: 2.28 miles of this portion of S.R. 56 fall outside the corporate limits of the CITY).**
- (iii) **The portion of U.S. 421 from S.R. 56 to East 2nd Street (also signed as Baltimore Street), then the portion of U.S. 421 from Baltimore Street proceeding east to Harrison Street (U.S. 421) (a total distance of 0.18 miles).**

INDOT will send a certified letter to the CITY, notifying the CITY of the precise Date of Transfer of the roads listed in 1.03(A).

B. The following roadway will be transferred from INDOT to the CITY upon completion of the Project: The portion of existing S.R. 56 which dead ends into Sering Street (Sta. 12+00 to Sta. 15+00 – Line "PR-F") (a total distance of 0.06

miles). INDOT will send a certified letter to the CITY, notifying the CITY of the precise Date of Transfer of this road.

C. The following culvert (CV-056-039-139) located at SR 56 at RP 139.00 will be transferred from INDOT to the CITY upon INDOT's completion of the repairs to the culvert. INDOT will send a certified letter to the CITY, notifying the CITY of the precise Date of Transfer of this culvert.

D. The following bridges located on S.R. 56 (between S.R. 62 and U.S. 421) will be transferred from INDOT to the COUNTY upon completion of the Project:

- (i) Bridge over Clifty Creek: located 0.18 miles west of S.R. 7 at RP 139+30 (NBI #20320). The Parties understand and agree that this bridge is located outside of the City's current corporate boundaries.
- (ii) Bridge over Crooked Creek: located 1.31 miles east of S.R. 256 at RP 140+22 (NBI #20340). This bridge is located within the CITY's corporate limits.
- (iii) Abandoned railroad bridge: located 0.80 miles west of S.R. 7 at RP 140+22 (NBI #20330). This bridge is located within the CITY's corporate limits.

INDOT will send a certified letter to the COUNTY, notifying the COUNTY of the precise Date of Transfer of the bridges.

4. Section 1.04.B. shall be amended in its entirety to read as follows:

B. Bridge Approach Project. INDOT has agreed to design and construct an approach to the Madison-Milton Bridge. INDOT will be responsible for preliminary engineering, including utility and railroad relocation, right of way, design, construction and inspection of the Project. INDOT has agreed to contribute additional funds in the amount of \$800,000.00. INDOT has agreed to credit the CITY for INDOT's acquisition of Second Street, an agreed upon value of \$300,000.00, for a total additional funds in the amount of \$1,100,000.00 for a total project cost of \$15,100,000.00. Any additional expenses that are requested by the CITY such as enhancements will be 100% the responsibility of the CITY.

5. All other matters previously agreed to and set forth in the Original Transfer Agreement are not affected by this amendment and shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, the Parties have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Executed by:

David Bramer, President

Ron Lee, Member

Robert Little, Member

CITY OF MADISON

Bob Courtney, Mayor

Date: _____

Kathleen Rumpy, President of City Council

Date: _____

STATE OF INDIANA
Indiana Department of Transportation

Recommended for approval by:

Anthony K. McClellan
Seymour District Deputy Commissioner
Indiana Department of Transportation

Date: _____

Executed By:

_____ (for)
Joseph McGuinness, Commissioner
Indiana Department of Transportation

Date: _____

APPROVALS

STATE OF INDIANA
State Budget Agency

By: _____ (FOR)
Zachary Q. Jackson, Director

Date: _____

STATE OF INDIANA
Department of Administration

By: _____ (FOR)
Lesley A. Crane, Commissioner

Date: _____

Approved as to Form and Legality:
Office of the Attorney General

By: _____ (FOR)
Curtis T. Hill, Jr.
Attorney General of Indiana

Date: _____

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney.

Marjorie A. Millman, Attorney No. 21748-36

ATTACHMENT 1

ROAD TRANSFER MEMORANDUM OF AGREEMENT

Between

THE INDIANA DEPARTMENT OF TRANSPORTATION,
JEFFERSON COUNTY, INDIANA

AND

THE CITY OF MADISON, INDIANA

Concerning

THE TRANSFER OF PORTIONS OF
S.R. 56, S.R. 256 AND U.S. 421

EDS No. A249-15-320087A

THIS ROAD TRANSFER MEMORANDUM OF AGREEMENT (this "Agreement") is made and entered into this 21st day of August, 2014 (the "Effective Date"), by and among the INDIANA DEPARTMENT OF TRANSPORTATION ("INDOT"), the COMMISSIONERS OF JEFFERSON COUNTY, INDIANA (the "COUNTY" or the "LPA"), and the CITY OF MADISON, INDIANA (the "CITY" or the "LPA"), herein referred to collectively as the "PARTIES".

RECITALS

WHEREAS, INDOT currently incurs the expense for maintaining and regulating portions of S.R. 56, S.R. 256, and U.S. 421, including, but not limited to, the maintenance and regulation of all right of way and structures, the road surface, bridges, snow and ice removal, storm water drainage, mowing, traffic signals and other related signs, outdoor advertising structures and driveways; and

WHEREAS, INDOT desires to transfer according to the terms of this Agreement the Transferred Roads (as defined in Section 1.02 of this Agreement and illustrated in Exhibit A, attached and herein incorporated by reference) to the CITY and the COUNTY (hereinafter together referred to as the "LPAs"), and the LPAs are willing to accept the Transferred Roads under the terms and conditions set forth in this Agreement and assume responsibility for all future maintenance, liability and regulation of the Transferred Roads, including, but not limited to, the maintenance and regulation of all right of way and all structures, the road surface, bridges, snow and ice removal, storm water drainage, mowing, traffic signals and other related signs, outdoor advertising structures and driveways in perpetuity under the terms of this Agreement; and

WHEREAS, I.C. 8-23-4-10 and I.C. 8-23-4-12 authorize INDOT, the COUNTY, and the CITY to execute this Agreement; and

WHEREAS, the PARTIES agree that the Transferred Roads will no longer be the most appropriate route to serve state traffic, but will continue to serve local access; and

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JUN 30 2014

By gno

WHEREAS, INDOT has identified the Transferred Roads as a lower priority route in the state highway system but determined that the Transferred Roads will continue to serve a useful purpose; and

WHEREAS, the CITY has requested that INDOT construct a new approach to the Madison-Milton Bridge, and INDOT has agreed to do so subject to the terms of this Agreement;

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows.

I. SPECIFIC PROVISIONS

1.01. Purpose. The purpose of this Agreement is to transfer full responsibility for all operation, construction, maintenance, regulation and liability relating to the Transferred Road from INDOT to the CITY and the COUNTY to the fullest extent permitted by applicable law. To comply with Indiana law regarding the sale of real estate, the PARTIES agree that INDOT is not transferring title to any real estate by way of this Agreement and that INDOT shall retain legal title of the Transferred Road, including, without limitation, any real property underneath existing pavement and the accompanying right of way, as described in the land records of Jefferson County, Indiana. For the purposes of this Agreement and to avoid misunderstanding, the term "Transferred Roads" is defined in Section 1.02 of this Agreement and is illustrated in Exhibit A.

1.02. Transferred Roads Defined. The term "Transferred Roads" is defined as the sections of S.R. 56, S.R. 256, and U.S. 421 and certain bridges described in Sections 1.02(A) through 1.02(C) below.

A. The Transferred Roads being transferred to the CITY include:

- (i.) The portion of S.R. 256 from S.R. 62 (~RP 132+75) east to S. R. 56 (RP 141+09) (a total distance of 0.16 miles).
- (ii.) The portion of S.R. 56 from S.R. 62 west of Madison, easterly to the west junction of U.S. 421 to junction of US 421 (~RP 132+75 to 141+09) (a total distance of 4.10 miles). (Note: 2.28 miles of this portion of S.R. 56 fall outside the corporate limits of the CITY.)
- (iii.) The portion of U.S. 421 from S.R. 56 to East 2nd Street (also signed as Baltimore St.), then the portion of U.S. 421 from Baltimore St. proceeding east to Harrison Street (U.S. 421) (a total distance of 0.18 miles).

B. The Transferred Roads being transferred to the COUNTY include the following bridges located on S.R. 56 (between S.R. 62 and U.S. 421). The CITY understands and agrees that it shall be responsible to enter into a separate agreement with the COUNTY to share in any costs associated with inspection or maintenance of these

bridges, and that the CITY shall be solely responsible for any and all costs associated with such an agreement.

- i. Bridge over Clifty Creek: 0.18 miles west of S.R. 7, at RP139+30 (NBI# 20320). The Parties understand and agree that this bridge is located outside of the City's current corporate boundaries.
- ii. Bridge over Crooked Creek: located 1.31 miles east of S.R. 256 at RP 140+22 (NBI# 20340). This bridge is located within the CITY's corporate limits.
- iii. Abandoned railroad bridge: located 0.80 miles west of S.R. 7 at RP140+22 (NBI#20330). This bridge is located within the CITY's corporate limits.

- C. The total mileage of the Transferred Roads shall be approximately 4.44 centerline miles.

1.03. Date of Transfer. The "Date of Transfer" is defined as the date upon which INDOT will transfer the Transferred Roads to the CITY and the COUNTY according to the terms of this Agreement. INDOT will transfer the Transferred Roads described in Section 1.02 of this Agreement to the CITY and the COUNTY upon completion of the new Bridge Approach Project described in Section 1.04 of this Agreement. INDOT will send a certified letter to the Parties notifying them of the precise Date of Transfer when the Bridge Approach Project nears completion.

1.04. Payment. In exchange for the CITY and the COUNTY accepting the Transferred Roads on the Date of Transfer, INDOT agrees to the following.

- A. Design, Letting and Construction of a New Approach to the Madison-Milton Bridge. INDOT will design, let and construct a new approach to the Madison-Milton Bridge (the "Bridge Approach Project" or "Project", INDOT Des. No. 1400918). The Parties understand and agree that this project will have to undergo all required environmental studies, and that all legally required permits must be obtained before construction may commence. The Parties anticipate that the new bridge approach will resemble the concept drawing attached to this Agreement as Exhibit B (and herein incorporated by reference). INDOT shall select any and all consultants needed to complete design of the Project, right-of-way engineering and acquisition, utility relocation and coordination, and environmental permitting. INDOT shall let the Project through its usual process and in accordance with all applicable law.
- B. Bridge Approach Project Budget. Preliminary estimates for the Project indicate that the total cost (including all costs of utility and railroad relocation, right-of-way, design, construction, and inspection) will be approximately \$14,000,000.00. INDOT shall have the right, in its sole discretion, to reengineer, re-scope or otherwise amend the Project in the event that additional design and engineering work suggests that the total cost of the Project will exceed \$14,000,000.00. Further, INDOT shall have the exclusive right to reject bids for construction and re-let the Project in the event that the total of all Project costs would exceed \$14,000,000.00. Under no circumstances shall INDOT be obligated to provide funding for all costs of the Project in excess of \$14,000,000.00 under this

Agreement. Any additional expenses that are requested by the CITY such as enhancements will be 100% the responsibility of the CITY.

C. Project Schedule. INDOT shall manage the prosecution of all phases of the Project in its sole discretion. INDOT anticipates that construction of the Project will begin in State Fiscal Year 2019; however, this date is subject to change as the Project is developed.

D. Project Funding Sources. INDOT shall provide funds from any combination of federal and state funding sources available in its sole discretion. INDOT intends to fund the Project using federal funds dedicated to INDOT's Local Program, and to utilize supplemental matching federal resources ("SMFR" funds) to provide required matching funds for the Project.

E. In the event that the Interchange Project comes in under budget, INDOT shall NOT make the balance of funds budgeted for the Project available to the CITY or the COUNTY for any reason.

1.05. Acceptance. The CITY and the COUNTY agree to accept transfer of the Transferred Roads, according to the terms of this Agreement on the Date of Transfer.

1.06. Transferred Roads Condition. The CITY and the COUNTY warrant and represent that each has had sufficient opportunity to inspect the Transferred Roads and agrees to accept the Transferred Roads in "AS IS" condition on the Date of Transfer.

1.07. No Scheduled Projects. The CITY and the COUNTY understand and agree that INDOT does not currently have any preventative maintenance, resurfacing or reconstruction projects scheduled for the Transferred Roads. INDOT, in its sole discretion, will continue to maintain the roads until the Date of Transfer in a manner safe for the traveling public and in accordance with INDOT's usual practices and procedures.

1.08. Limited Access Right of Way. To avoid confusion, the Parties agree that according to applicable law, including Federal Highway Administration laws and regulations, INDOT will retain control over limited access right of way. However, INDOT agrees in good faith to work with the CITY, the COUNTY, and the Federal Highway Administration with respect to any requests to break the limited access right of way line.

1.09. Change of Transferred Road Status. The CITY and the COUNTY agree to notify INDOT at least ninety (90) days prior should the CITY or the COUNTY make a finding that any portion of the Transferred Road no longer serves a transportation purpose, or should the CITY or the COUNTY intend to otherwise cease using any portion of the Transferred Road for road transportation purposes.

1.10. No Cost or Expense to INDOT. The CITY and the COUNTY agree that INDOT shall not be responsible for any costs or expenses in any manner related to the Transferred Road after the Date of Transfer, except as otherwise specifically provided in this Agreement.

1.11. Permits Issued for the Transferred Road. For the sake of clarity and to avoid misunderstanding, the LPAs agree to indemnify, defend and hold harmless INDOT for all claims or liability arising in relation to any permits issued by the LPAs (respectively) to perform work on the Transferred Road. Further, the LPAs shall be responsible for conducting all future inspection of any active permits issued by INDOT prior to the Date of Transfer. The LPAs shall also be solely responsible for the issuance of any and all permits, including permits for outdoor advertising signs or structures, and each of the LPAs understands and agrees that it shall comply with all applicable laws in the issuance and regulation of such permits (including but not limited to the Highway Beautification Act of 1965, 23 U.S.C. §131 et seq., and regulations promulgated thereunder).

1.12. Interpretation. The Preamble and Recitals recorded above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.

II. GENERAL PROVISIONS

2.01. Access to Records. The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has agreed to or seeks to agree to, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the LPA in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2.02. Audit. The LPA acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines (including applicable provisions of the Office of Management and Budget Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations) specified by the State and/or in accordance with audit requirements specified elsewhere in this Agreement.

2.03. Authority to Bind LPA. The signatory for the LPA warrants that he/she has the necessary authority to enter into this Agreement. The signatory for the LPA represents that he/she has been duly authorized to execute this Agreement on behalf of the LPA, and has obtained all necessary or applicable approval to make this Agreement fully binding upon the LPA when his/her signature is affixed to this Agreement.

2.04. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The LPA also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

2.05 Compliance with Laws.

A. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Agreement shall be reviewed by INDOT to determine whether formal modifications are required to the provisions of this Agreement.

B. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, et seq., Indiana Code § 4-2-7, et. seq., the regulations promulgated thereunder, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>>. If the LPA or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6 and 4-2-7, and under any other applicable state or federal laws.

C. The LPA certifies by entering into this Agreement, that it is not presently in arrears in payment of any permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the LPA agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the LPA. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the LPA becomes current in its payments and has submitted proof of such payment to INDOT.

D. As required by IC 5-22-3-7: (1) the LPA and any principals of the LPA certify that (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the LPA will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. (2) The LPA and any principals of the LPA certify that an affiliate or principal of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or principal of the LPA (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

2.06 Drug-Free Workplace Certification. The LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the LPA in the State of Indiana has been convicted of a criminal drug violation occurring in the LPA's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Agreement payments, termination of the Agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Agreement amount set forth in this Agreement is in excess of \$25,000.00, the LPA hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all agreements with and grants from the State of Indiana in excess of \$25,000.00. No award of an agreement shall be made, and no purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the LPA and made a part of the agreement as part of the executed contract.

The LPA certifies and agrees that it will provide a drug-free workplace by:

- a. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- c. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- d. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- e. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

2.07 Employment Eligibility Verification.

- a. The LPA affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.
- b. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- c. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- d. The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- e. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

2.08 Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a Force

Majeure Event), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

2.09 Funding Cancellation Clause. When the Director of the Office of Management and Budget makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.10 Governing Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana.

2.11 Indemnification. LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT, and their officials and employees from any and all liabilities, losses, damages, injuries, and casualties of whatever kind or by whosoever caused arising out of or resulting from (1) the performance of, breach of, or default under by this Agreement by LPA; (2) the maintenance, condition, operation, repair, and regulation of the Transferred Road; and (3) the installation, existence, use, maintenance, condition, operation, regulation, repair, alteration or removal of any fixtures, equipment or material on, about or from the Transferred Road, including without limitation any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. Without limiting the generality of the foregoing, it is the intent of the parties to shift all of the risk related to regulation, maintenance, and repair of the Transferred Road from INDOT to LPA. LPA's agreements in this Section 2.11 are a material inducement for INDOT to extend to enter into this Agreement and INDOT would not have entered into this Agreement absent LPA's agreements described in this Section 2.11. INDOT shall not provide any indemnification to the LPA.

The LPA agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the LPA shall default under the provisions of this Section.

2.12 Non-Discrimination.

A. Pursuant to LC. 22-9-1-10 and the Civil Rights Act of 1964, the LPA, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B The LPA understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, religion and disability.) The following are examples of where this policy shall be applied relative to the INDOT.

C. The LPA shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The LPA shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, religion and disability).

E. The LPA shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, religion and disability.)

F. The LPA shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

G. INDOT shall Take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

2.13. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

For INDOT: Tony McClellan
District Deputy Commissioner
INDOT Seymour District
185 Agrico Lane,
Seymour, IN 47274
(812-524-3702)
tmcclellan@indot.in.gov

With a copy to: Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

A. For the CITY: Damon Welch
Mayor, City of Madison
101 W. Main Street
Madison, IN 47250
(812-265-8300)
Mayor@madison-in.gov

B. For the COUNTY: Mark Cash
Jefferson County Commissioner
300 East Main Street
Madison, Indiana 47250

2.14. Payments. All payments shall be made according to the terms of this Agreement and in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.

If the LPA has any outstanding balances on any Contract with INDOT, and such outstanding balances due to INDOT are at least sixty (60) calendar days past the due date, INDOT may

proceed in accordance with I.C. 8-14-1-9 to invoke the powers of the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account, or INDOT may withhold or garnish payments otherwise due to the LPA from INDOT under this Agreement to partially or wholly satisfy such outstanding balances.

2.15. Penalties, Interest and Attorneys' Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorneys' fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1. In the event that INDOT shall bring an action or legal proceeding for a breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or INDOT's rights hereunder, INDOT shall be entitled to recover from the LPA, if INDOT is the prevailing party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs as may be fixed by the court or jury.

2.16. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

2.17. Status of Claims. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Agreement.

2.18. General. This Agreement represents the entire understanding between the Parties relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Agreement must be in writing, reference this Section 2.18 and be signed by duly authorized representatives of the Parties. Neither this Agreement nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Agreement will be binding upon the Parties and their permitted successors or assigns. Failure of either Party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings are inserted for convenience only and do not constitute part of this Agreement.

[Remainder of Page Intentionally Left Blank]

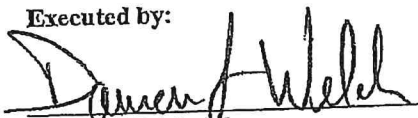
Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, the CITY, the COUNTY and the State of Indiana have, through duly authorized representatives, entered into this Agreement. The Parties having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.


CITY OF MADISON

Executed by:


Damon Welch, Mayor,

Date: 6-24-2014

Attest:


Date: 6/24/14

STATE OF INDIANA

COUNTY OF: INDIANA

Before me, a Notary Public in and for said County and State personally appeared DAMON WELCH the Mayor of the City of Madison, Indiana, who acknowledged the execution of the foregoing Road Transfer Memorandum of Agreement on this 24TH day of JUNE, 2014.


NOTARY PUBLIC (signature)

JANICE E. MELTON
NOTARY PUBLIC (printed)

My Commission expires:

JUNE 23 2019

My County of Residence is:

JEFFERSON

JEFFERSON COUNTY, INDIANA
Board of Commissioners

Executed by:

Mark Cash

Mark Cash, Commissioner

Date: 6-26-14

Attest:

Celeste Reed

Date: 6-26-14

STATE OF INDIANA)

)SS:

COUNTY OF: Jefferson)

Before me, a Notary Public in and for said County and State personally appeared _____,
Commissioner(s) of Jefferson County, Indiana, who acknowledged the execution of the foregoing Road Transfer
Memorandum of Agreement on this 26 day of JUNE, 2014.

Wanda S. Welch
NOTARY PUBLIC (signature)

Wanda S. Welch
NOTARY PUBLIC (printed)

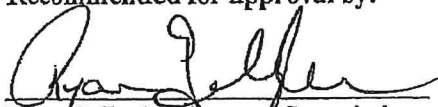
My Commission expires: 9-2-2019

My County of Residence is: Jefferson

Wanda S. Welch, Notary Public
Commission Number 627734
State of Indiana, Jefferson County
My Commission Expires Sept. 2, 2019


STATE OF INDIANA
Indiana Department of Transportation

Recommended for approval by:



Ryan Gallagher, Deputy Commissioner
Indiana Department of Transportation

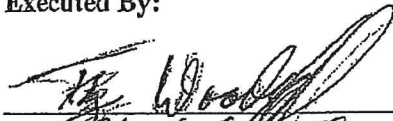
Date: 7/23/14



Tony McClellan, District Deputy Commissioner
Indiana Department of Transportation

Date: 7/7/2014

Executed By:



Chief of Staff, For
Karl B. Browning, Commissioner
Indiana Department of Transportation

Date: 7/23/14

STATE OF INDIANA

COUNTY OF: Marion)SS:

Before me, a Notary Public in and for said County and State personally appeared Troy Woodruff, Deputy Commissioner and Chief of Staff of the Indiana Department of Transportation, who acknowledged the execution of the foregoing Road Transfer Memorandum of Agreement on this 23 day of July, 2014.


NOTARY PUBLIC (signature)

Harriet D. Briggs
NOTARY PUBLIC (printed)

My Commission expires: 6/26/17

My County of Residence is: Marion

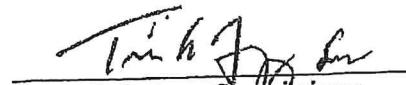
STATE OF INDIANA APPROVALS

STATE OF INDIANA
State Budget Agency


Brian E. Bailey, Director

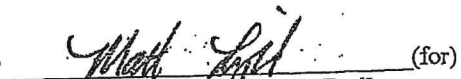
Date: 8/11/14

STATE OF INDIANA
Department of Administration


Jessica Robertson, Commissioner

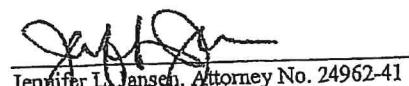
Date: 7/22/14

Approved as to Form and Legality:

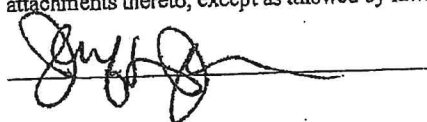

Attorney General Gregory F. Zoeller (for)

Date Approved: 8/21/14

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46060, by the undersigned attorney.


Jennifer L. Jansen, Attorney No. 24962-41
100 N. Senate Ave.
IGCN Room N730
Indianapolis, IN 46204-2216
(317) 234-5402

I affirm, under penalties of perjury, that all Social Security numbers have been redacted from the forgoing, and all attachments thereto, except as allowed by law.



*Milton Madison Bridge Project
Indiana Approach Report*

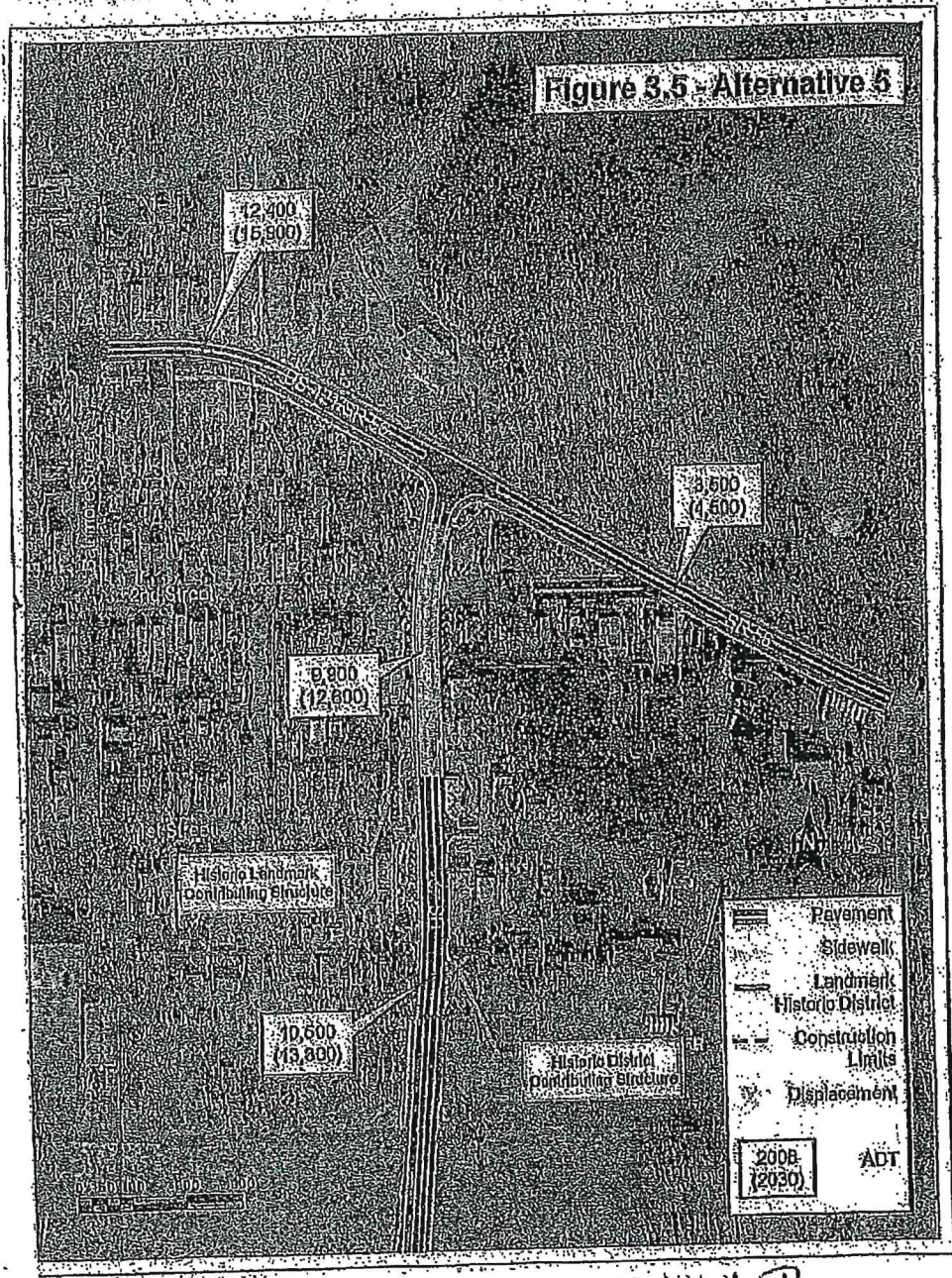
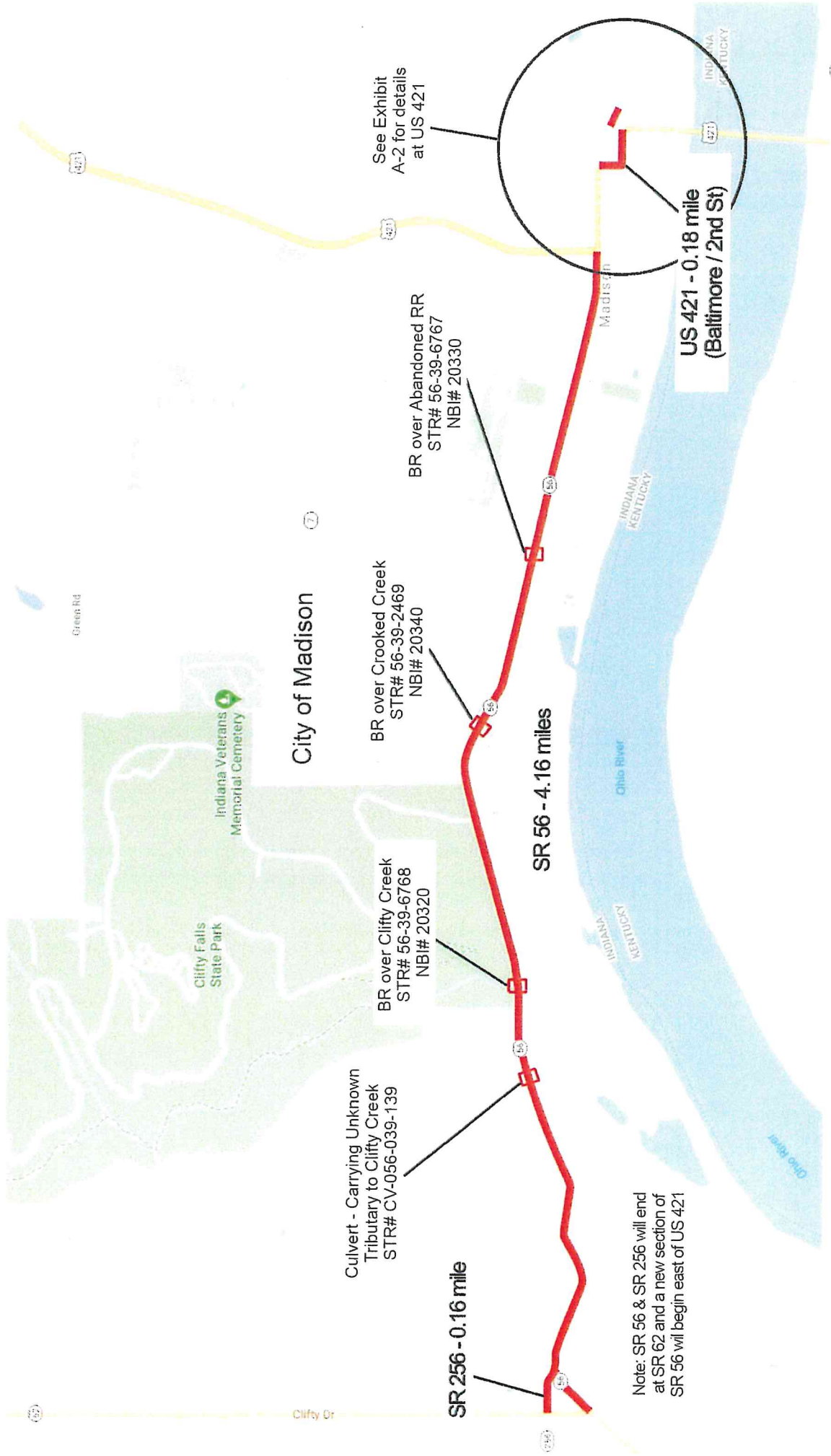


Exhibit B

EXHIBIT A

SR 56, SR 256, and US 421 Transfers



Note: SR 56 & SR 256 will end at SR 62 and a new section of SR 56 will begin east of US 421

EXHIBIT "C"

A part of 2nd Street within John McIntire Addition East of the City of Madison, Indiana, as recorded in Plat Book 19, Page 23 in the Office of the Recorder of Jefferson County, Indiana, described as follows: Beginning at the intersection of the east boundary of U.S. 421 (Harrison Street and formerly Baltimore Street) with the south boundary of 2nd Street; thence North 0 degrees 38 minutes 47 seconds West 60.00 feet (bearings and locations are based upon the Location Control Route Survey Plat recorded as Instrument No. 201504640 in the Office of the Recorder of Jefferson County, Indiana) along the prolonged east boundary of said U.S. 421 (Harrison Street) to the north boundary of said 2nd Street; thence North 89 degrees 13 minutes 25 seconds East 301.50 feet along the boundary of said 2nd Street to the southwestern boundary of S.R. 56 (Sering Street); thence Southeasterly 138.04 feet along an arc to the left and having a radius of 3,059.85 feet and subtended by a long chord having a bearing of South 64 degrees 03 minutes 18 seconds East and a length of 138.03 feet to the intersection of the southwestern boundary of said S.R. 56 (Sering Street) and the south boundary of said 2nd Street; thence North 89 degrees 49 minutes 53 seconds West 125.30 feet along the boundary of said 2nd Street; thence South 89 degrees 13 minutes 25 seconds West 299.64 feet along said boundary to the point of beginning and containing 0.499 acres, more or less.

This description was prepared for the Indiana Department of Transportation by
Timothy J. Coomes, Indiana Registered Land Surveyor, License Number 20600004, on the
10th day of April, 2020.

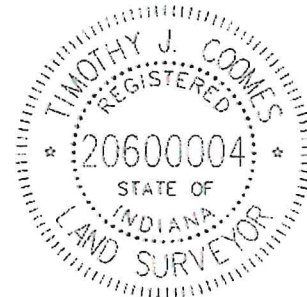


Exhibit D



Culvert Location for
STR# CV-056-039-139

Per city ordinance, The City of Madison is required to make the following appointments to the Revolving Loan Fund Board.

Five members -three to be appointed by the Mayor, and two to be appointed by the common council.

The initial appointments by the Mayor shall be for two years and two years thereafter. The initial appointments by the common council shall be for one year, and two years thereafter.

The Mayor is appointing Andy Ward, Lisa Seng Shadday and Betty Konkle.

Andy Ward has over 30 years in the banking industry, including 11 years as a bank examiner with the Indiana Department of Financial Institutions. Andy is currently a retail banking officer with German American Bank here in Madison.

Lisa Seng Shadday is a small business owner here in Madison, operating the Allstate Insurance office. She has been active in our community for many years.

Betty Konkle was city clerk treasurer from 1980-1988. She then became Asst. Manager/ Manager at Clifty Inn from 1989-2001. After retiring in 2001, she continued to serve on the absentee election board until 2017.

Recommended Board Appointments to Loan Review Committee

Bill Hensler has over 20 years in the financial services industry. He currently owns his business, Gateway Investments located in the City of Madison. He is a former Jefferson County Councilman and has volunteered his time to numerous events over the years.

Mark Goley was born and raised in Jefferson County. Currently a commercial loan officer at Friendship State Bank for four years. Part time farmer. Formerly senior loan officer at River Valley Financial Bank. Commercial lender for over 30 years.

Madison City Council
Board / Committee Appointment Roster
Revised April 14, 2020

Group	Appointee	Authority	Appt. Date	Term	Exp. Date
Aviation	Cris Sauer (D)	Mayor	4-1-13		Perpetual
Aviation	Dick Goodman (D)	Mayor	1994		Perpetual
Aviation	Bill McCubbin (R)	Mayor	EARLY 70S		Perpetual
Aviation	Cliff Robinson(R)	Mayor	1991		Perpetual
Board of Public Works	Bob Courtney	Mayor	10-15-19	N/A	
Board of Public Works	Dave Carlow	Mayor	1-4-16	1	12-31-20
Board of Public Works	Karl Eaglin	Mayor	1-6-2020	1	12-31-20
Economic Development	Jim Braun	Mayor w/Council consent	8-17-18	3	1/1/22
Economic Development	Gayle Spaulding	Mayor w/Council consent	8-16-18	2	1/1/21
Economic Development	Tim Armstrong	Mayor w/County Council	2-11-20	1	1/1/21
Board of Park Comm.	Gayle Spaulding(R)	Mayor	2011	4	12/31/20
Board of Park Comm.	Tim Whitaker(R)	Mayor	2012	4	12/31/21
Board of Park Comm.	Derma Smith (D)	Mayor	1-7-2020	4	12-31-23
Board of Park Comm.	Casey Stewart (D)	Mayor	1-24-17	4	12/31/20
Port Authority	Anthony Brandon	Mayor w/ Council Consent	1-7-2020	4	12/31/23
Port Authority	Ray Wilson	Mayor w/ Council Consent	1-7-2020	4	12/31/23
Port Authority	Ann Suchocki	Mayor w/ Council Consent	12-6-16	4	12/31/20
Port Authority	Larry Keith	Mayor w/ Council Consent	11-14-16	4	12/31/20
Port Authority	Bill Barnes	Mayor w/ Council Consent	3-25-19	4	12/31/22
Port Authority	Lois Boulton	Mayor w/ Council Consent	11-14-16	4	12/31/20
Port Authority	Tom Solomon	Mayor w/ Council Consent	12-12-18	4	12/31/22
Port Authority	Don Heiderman	Mayor w/ Council Consent	12-20-18	4	12/31/22
Port Authority	Jesse Brewer	Mayor w/ Council Consent	2-04-20	4	12/31/23
Redevelopment Com	Joe Craig	Council	1-10-08	1+	12/31/20
Redevelopment Com	John Grote	Mayor	4-8-14	1+	12/31/20
Redevelopment Com	Dan Hughes	Mayor	3-20-13	1+	12/31/20
Redevelopment Com	Cary Strouse	Mayor	1-2-18	1+	12/31/20
Redevelopment Com	Jeff Studebaker	Council	1-7-2020	1+	12/31/20
Historic District Board	Mike Pittman	Mayor w/ Council Consent	1-7-2020	3	12/31/22
Historic District Board	Owen McCall	Mayor w/ Council Consent	1-4-18	3	12/31/20
Historic District Board	Tom Stark	Mayor w/ Council Consent	1-7-2020	3	12/31/22
Historic District Board	Josh Wilber	Mayor w/ Council Consent	1-19-18	3	12/31/20
Historic District Board	Betsy Lyman	Mayor w/ Council Consent	1-4-18	3	12/31/20
Historic District Board	Ken McWilliams	Mayor w/ Council Consent	1-7-2020	3	12/31/22
Historic District Board	Susan Schmidt	Mayor w/ Council Consent	12-28-18	3	12/31/21

Madison City Council

Board / Committee Appointment Roster

Human Relations	Katy Hadley	Mayor w/Council consent	6-14-19	3	12-31-21
Human Relations	Jessica McAlister	Mayor w/Council consent	2-27-19	3	12-31-21
Human Relations	Bill Johnson	Mayor w/Council consent	1-9-19	3	12-31-21
Human Relations	Sue Livers	Mayor w/Council consent	1-7-2020	3	12-31-22
Human Relations	Shirley Kloepper	Mayor w/Council consent	1-7-2020	3	12-31-22
Human Relations	Alan Watson	Mayor w/Council consent	Jan. 2018	3	12-31-20
Human Relations	Nathan Montoya	Mayor w/council consent	1-3-19	3	12-31-21
Human Relations	Tony Schroeder	Mayor w/council consent	1-22-19	3	12-31-21
Human Relations	Season Jackson	Mayor w/council consent	1-7-2020	3	12-31-22
Police Merit Board	Katie Rampy	Council	2-04-20	4	12-31-23
Police Merit Board	Dave Adams	MPD (R)	3-21-19	4	12-31-22
Police Merit Board	Kenton Williams	Mayor (R)	2-03-20	4	12-31-23
Police Merit Board	Bob Waller	MPD (D)	3-22-19	4	12-31-22
Police Merit Board	Bill Andrews	Mayor (D)	2-04-20	4	12-31-23
Plan Commission	D. Henderson	Mayor	1-7-19	4	12-31-22
Plan Commission	Jerry Ralston	Council	1-7-2020	4	12-31-23
Plan Commission	Patrick Thevenow	Council	1-7-2020	4	12-31-23
Plan Commission	Josh Wilber	Mayor	1-7-2020	4	12-31-23
Plan Commission	Bob Waller	Mayor	1-7-2020	4	12-31-23
Plan Commission	Karl Eaglin	Mayor	1-7-2020	4	12-31-23
Plan Commission	Seth Pennington	Mayor	1-7-2020	4	12-31-23
Plan Commission	Joe Niehaus	County	1-14-19	4	12-31-22
Plan Commission	Jeff Kernan	County	1-14-19	4	12-31-22
Public Video Serv	Jan Vetrhus	City Council	9-18-18	3	12-31-20
Public Video Serv	Tawana Thomas	City Council	9-14-18	3	12-31-20
Public Video Serv	Gina Freeman	City Council	6-4-19	3	12-31-21
Public Video Serv	Denise Buxton	Hanover	2-3-20	3	12-31-22
Public Video Serv	Kenny Garrett	Hanover		3	
Public Video Serv		Hanover		3	
Public Video Serv	Peter Woodburn	County	2-3-20	3	12-31-22
Public Video Serv	Larry Henry	County		3	
Public Video Serv		County		3	

Madison City Council

Board / Committee Appointment Roster

Revolving Loan	Betty Konkle	Mayor		2+	
Revolving Loan	Lisa Seng Shadday	Mayor		2+	
Revolving Loan	Andy Ward	Mayor		2+	
Revolving Loan	Bill Hensler	Council		2+	
Revolving Loan	Mark Goley	Council		2+	
Riverfront District	Dan Hughes	Council – Redevelopment	1-1-19		
Riverfront District	Vacant	Council – JCIDC			
Riverfront District	Austin Sims	Council – Main Street	1-1-19		
Riverfront District	Lindsay Bloos	Council - Chamber	1-1-19		
Riverfront Develop	Jim Pruett	Mayor			Perpetual
Riverfront Develop	John Bruns	Mayor			Perpetual
Riverfront Develop	JD Webster	Mayor			Perpetual
Riverfront Develop	Kirk Grooms	Mayor			Perpetual
Riverfront Develop	Jeanne Stotts	Mayor			Perpetual
Riverfront Develop	Bob Wall	Mayor			Perpetual
Riverfront Develop	Louann Waller	Mayor			Perpetual
Tree Board	Julie Rubio	Mayor w/ Council consent	1/7/2020	3	12/31/22
Tree Board	Kathy Rohlfing	Mayor w/ Council consent	1/7/2020	3	12/31/22
Tree Board	Theresa Strohl	Mayor w/ Council consent	1/7/2020	3	12/31/22
Tree Board	Melinda Acree	Mayor w/ Council consent	1/2019	3	12/31/21
Tree Board	Bill Barnes	Mayor w/ Council consent	8/2013	3	12/31/21
Jeff Co Tourism	Tami Hagemier	City Council	2-19-20	2	12/31/21
Jeff Co Tourism	Curtis Chatham	City Council	2-19-20	2	12/31/21
Jeff Co Tourism	Kathy Petkovic	City Council	2-04-20	2	12/31/21
Jeff Co Tourism	Renie Stephens	County Council		1	12/31/19
Jeff Co Tourism	Bobby Little	County Commissioners		1	12/31/19
Jeff Co Tourism	Tara Cox	County Commissioners		1	12/31/19
Jeff Co Tourism	vacant	Mayor		2	12/31/21
PACE Review	Jim Bartlett (Ungru)	Council	2-04-20	3	12/31/21
PACE Review	Bill Ohlendorf	Council	1-7-20	3	12/31/22
PACE Review	Tom Gold	Mayor	8-5-14	3	12/31/21
PACE Review	Cara Fox	Mayor	1-7-2020	3(2)	12-31-20
PACE Review	Larry Crisafulli	Mayor	8/5/14	3	12-31-22
Visit Madison	Cara Fox	Ec. Dev. Retail		2	
Visit Madison	Dave Adams	At Large		2	
Visit Madison	Hannah Fagen	City-Mayor		2	

Madison City Council
Board / Committee Appointment Roster

Visit Madison	Renie Stephens	JCBT rep		2	
Visit Madison	John Nyberg	At Large		2	
Visit Madison	Joe Craig	County Council		2	
Visit Madison	Lindsay Bloos	Chamber		2	
Visit Madison	Lucy Dattilo	City Council	3-3-20	2	12-31-21
Visit Madison	Kara Hinze	Event Committee		2	
Visit Madison	Jeff Frazier	Event Committee		2	
BZA	vacant	Mayor		4	12/31/22
BZA	Bob Waller	Mayor	1-14-19	4	12-31-22
BZA	Scott Baldwin	Mayor	1-07-19	4	12-31-22
BZA	Rick Ferris	County	1-14-19	4	12-31-22
BZA	Nancy Burkhart	Council	1-14-19	4	12-31-22

**AN AMENDMENT TO CITY ORDINANCE 35-22, PRESERVATION AND COMMUNITY
ENHANCEMENT PROGRAM (PACE) NONREVERTING FUND**

WHEREAS, on April 22, 2014 the Common Council of the City of Madison, Indiana enacted Ordinance 35.22, an ordinance creating the Preservation and Community Enhancement Program (PACE) and the nonreverting fund to operate the PACE program; and

WHEREAS, the enacting ordinance was repealed and replaced on December 20, 2016 by the Common Council; and

WHEREAS, the Mayor and City Planner – Preservation Coordinator has recommended modifications to the guidelines and the enabling ordinance of the PACE program that will make the grant program more effective; and

WHEREAS, the Common Council of the City of Madison has reviewed, discussed and considered these recommendations and concur that these changes are in the best interest of the program and the City.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Madison, Indiana to amend City of Madison Ordinance 35.22 section C as follows:

(C) A PACE Grant Review Committee will be established as follows:

1. The PACE Grant Review Committee shall consist of five members who shall be residents of the City of Madison. All members should have a strong understanding of preservation and be knowledgeable of the City of Madison's Historic District Guidelines. A sixth member shall be added to the PACE Grant Review Committee during the period of time the Jefferson County government contributes financially to the Preservation and Community Enhancement Program Nonreverting Fund. This member shall be a resident of Jefferson County.
2. The five City members shall be appointed as follows: Three of the members shall be appointed by the Mayor and two of the members shall be appointed by the Common Council. For the initial appointments, the Mayor shall appoint one member to serve for one year, one member to serve for two years and one member to serve for three years. The Common Council shall appoint one member to serve for one year and one member to serve for two years. Except for the initial appointments, each member shall serve for three-year terms and may be reappointed for one additional three-year term. The initial appointments of one- and two-year terms may serve for two full three-year terms in addition to their initial term. After completion of serving the maximum terms allowed, a former member may be reappointed to additional terms, but shall have at least a one year break in service to be eligible to serve any additional terms. A sixth member shall be appointed to the PACE Grant Review Committee during the period of time the Jefferson County government contributes financially to the Preservation and Community

Enhancement Program Nonreverting Fund. Said sixth member shall be appointed by the Jefferson County Commissioners with consent of the Mayor. The sixth member may serve for two full three-year terms. After completion of serving the maximum terms allowed, a former member may be reappointed to additional terms, but shall have at least a one year break in service to be eligible to serve any additional terms.

4. At the first meeting of each year, the Committee will choose a chair and vice-chair to conduct their meetings. A majority of the Committee shall constitute a quorum. The Mayor shall act as a member of the Committee with voting rights in cases where there is not a majority vote.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Madison, Indiana to amend City of Madison Ordinance 35.22 section E as follows:

- (E) All buildings within the city's P.A.C.E. Program Area are eligible to receive grants from the P.A.C.E. funds.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Madison, Indiana to amend City of Madison Ordinance 35.22 section F as follows:

- (F) The P.A.C.E. Grant Programs are a matching grant program with a maximum grant award of up to \$25,000.00. Fifty percent of the funds will be provided to the recipient after 50% of the project is completed and the balance of the grant funds to be provided to the recipient following the project total completion. If the project is not completed within 12 months following the grant approval by the City of Madison Board of Public Works and Safety, the grantee may request approval by the Board of Works and Safety for an extension for a period not to exceed 12 additional months. If the project is not completed within the original 12 months along with any approved extension by the Board of Public Works and Safety, then all funds previously provided to the recipient shall be returned and placed in the PACE Nonreverting Fund for future distribution.

The attached Ordinance was passed and adopted by the Common Council. City of Madison, Indiana at a regular meeting held on the ____ day of _____, 2020.

PRESENTED BY:

Councilman

Bob G. Courtney, Mayor

(SEAL)
ATTEST:

Rick Berry, Clerk-Treasurer

ORDINANCE NO. 2020- 6

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF MADISON, INDIANA REPEALING
AND REPLACING CITY ORDINANCE 35.16, ECONOMIC DEVELOPMENT REVOLVING LOAN FUND**

WHEREAS, on December 26, 1985, the Common Council of the City of Madison, Indiana passed Ordinance 1985-31, an Ordinance that established an Economic Development Revolving Loan Fund (EDRLF) after receiving a grant from the State of Indiana Department of Commerce for Community Improvement Program Loan Funds; and

WHEREAS, on November 22, 1985, the Common Council of the City of Madison, Indiana passed Ordinance 2000-18 that amended the original Ordinance that authorized the Madison Industrial Development Corporation to administer the EDRLF program; and

WHEREAS, current certain circumstances now require the City have the EDRLF program managed and controlled by the City administration; and

WHEREAS, the Common Council believes that the continuation of the EDRLF program is of public utility and is in the best interest of the citizens of Madison, and now desires to repeal the current Ordinance 35.16 and replace the Ordinance with the attached Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Madison, Indiana that the current version of City of Madison Ordinance 35.16 is hereby repealed and is replaced by the new Ordinance 35.16 attached as Exhibit A.

The foregoing Ordinance was passed and adopted by the Common Council, City of Madison, Indiana at a regular meeting held on the ____ day of _____, 2020.

PRESENTED BY:

Councilman

Bob G. Courtney, Mayor

(SEAL)

ATTEST:

Rick Berry, Clerk-Treasurer

EXHIBIT A

35.16 ECONOMIC DEVELOPMENT REVOLVING LOAN FUND

(A) An account is established for the deposit of monies for the City of Madison's Economic Development Revolving Loan program. The monies will come from the balance of the City's original Economic Development Loan program (established 12-26-85, Ord. 1985-31; amended 11-22-2000, Am. Ord. 2000-15) or from any other lawful source.

(B) The account shall be named the Economic Development Revolving Loan Fund (hereafter "EDRLF") and all funds contained in the account shall be used for the purpose of providing loans to qualified business entities and may also include the associated costs of providing these loans.

(C) An Economic Development Revolving Loan Fund Committee is established to review loan applications, may approve loans not exceeding \$75,000.00 and may recommend loans in excess of \$75,000.00 to be considered and approved by the Common Council on a case-by-case basis pursuant to resolution by the Council. The loan committee is comprised as follows:

- (1) Five (5) members, three (3) to be appointed by the Mayor of the City of Madison and two (2) to be appointed by the Common Council of the City of Madison.
- (2) The initial committee appointments by the Mayor shall be for two (2) years and for two (2) years thereafter. The initial committee appointments by the Common Council shall be for one (1) year and for two (2) years appointments thereafter. The first year of the initial appointment will be considered as a full year regardless of the date of the appointment. The expiration dates of the appointments will be December 31st and accordingly the expiration of the members by the two appointing authorities shall occur in different years. All committee members shall serve until his/her successor is appointed.
- (3) If a vacancy occurs, a successor shall be appointed in the same manner as the departed member, and the successor shall serve the remainder of the vacated term.
- (4) Each EDRLF member serves at the pleasure of the appointing authority and may be removed at any time.

- (5) One (1) of the Mayor's appointment shall be a lender from a local lending institution and one (1) of the Common Council's appointment shall have two (2) or more years of experience in commercial loan activity.
- (6) The remaining three (3) members shall have an interest in the economic climate of the City of Madison and the surrounding area.
- (7) All voting members of the EDRLF Committee shall be a resident of Jefferson County, Indiana.
- (8) The City's Economic Development Director, the Mayor or his/her designee and the Clerk-Treasurer or his/her designee shall serve as ex-officio members of the EDRLF Committee but shall have no voting privileges.

(D) The Mayor is authorized to promulgate certain rules and guidelines with respect to the eligibility of loan applicants and the administration of the EDRLF Program.

(E) The express and written approval of the Board of Public Works and Safety of the City of Madison shall be obtained prior to the expenditure of funds from the account.

(F) The account shall be nonreverting and exist perpetually unless terminated by a subsequent ordinance enacted by the Common Council.

(G) If the account is terminated by a subsequent ordinance enacted by the Common Council, the remaining balance and all proceeds from loan receipts made after the account is terminated shall revert to the general budget fund of the Common Council.